

## REMARKS

Favorable consideration of the application as amended is respectfully requested in the light of the following detailed discussion.

Claims 21 and 31 have been amended to more clearly define the invention. Support for the amendments can be found, for example, in the Specification at page 1 lines 25-29 and in the drawing Figures 2 and 4. No new matter has been added by any of the amendments. Claims 21-39 are currently pending in the subject application.

### Allowable Subject Matter

Applicants note with appreciation the indication by the Examiner that claims 26-27 contain allowable subject matter.

### Claim Rejections – 35 USC §102

Claims 21-25 and 28-39 have been rejected under 35 U.S.C. 102(b) as being anticipated by US Pat. No. 6138434 to Demars et al. ("Demars").

With regard to independent claims 21 and 31, it is asserted that Demars discloses "in Fig. 2, a laminated panel comprising a first glass ply 4 having an inner face, a second glass ply 5 having an inner face and a bonding interlayer 8 said laminate having at least one bore 9 extending through the panel wherein a sealing member 10 is placed between the glass plies 4/5 so as to surround the bore 9 and form a seal with the inner faces of the glass plies thereby excluding

the interlayer from an area surrounding the bore and a load bearing insert 25 is positioned in the area surrounding the bore from interlayer has been excluded (see Figs. 2a-2c)."

The Examiner further asserts that the "two glass sheets 4/5 are clearly laminated." As support for this assertion, the Examiner notes that the Merriam-Webster's Collegiate Dictionary, 10<sup>th</sup> edition, defines the term "lamine" as "(a) to make by uniting superposed layers of one or more materials or (b) to unite (layers of material) by an adhesive and other means." With regard to the load bearing insert, the Examiner now takes the position that the "load-bearing insert" is the element 25 of Demars, rather than element 15 as asserted previously. The Examiner avers that the "load bearing insert 25 [shown] in Figs. 2b-2c is positioned between the glass sheet[s 4/5] and surrounding a bore."

Applicants respectfully traverse these rejections. According to the MPEP, "[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." See MPEP 2131 (quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631). Put another way, for there to be anticipation, "the identical invention must be shown in as complete detail as it is contained in the ...claim." *Richardson v. Suzuki Motor Co.*, 9 USPQ 2d 1913, 1920 (Fed Cir. 1989).

Claim 21 defines a method for producing a laminated panel comprising a first glass ply having a first glass ply inner face, a second glass ply having a second glass ply inner face, and a bonding interlayer." Thus, the claimed

method is one which includes, *inter alia*, laminating the first glass ply inner face to the second glass ply inner face with the bonding interlayer therebetween. The bonding interlayer as claimed is thus, using the definition provided by the Examiner, one of the "superposed layers" that is between others of the superposed layers.

The type of glazing described in Demars is simply not a laminated glazing panel where two plies are laminated with a bonding interlayer therebetween. Demars relates to a glazing panel of the bolted type; i.e. one in which there is a bore (or hole 9) in the glazing through which a bolt 13 passes. It is there that the similarity with our laminated panel ends. The glazing panel of Demars has two sheets of glass 4, 5 that are held in a space-apart relationship with a vacuum 6, rather than a bonding interlayer, in between. In order to maintain the vacuum, the periphery of the glass sheets is sealed with a seal 8. The hole 9 in the sheets is sealed with a seal 10 formed of glass frit (col. 4, lines 44-50), and the glass sheets 4, 5 are welded together (col. 4, lines 48-49). The seals of Demars do not form a bonding interlayer, and thus Demars does not teach a laminated panel as claimed. For this reason, Demars does not anticipate any of the pending claims.

In addition, claim 21 defines a method wherein "a sealing member is placed between the glass plies so as to surround the bore and form a seal with the inner faces of the glass plies thereby excluding the bonding interlayer from an area in between the first glass ply inner face and the second glass ply inner face

that surrounds the bore and a load bearing insert is positioned in the area in between the first glass ply inner face and the second glass ply inner face that surrounds the bore from which the interlayer has been excluded."

Demars, on the other hand, does not disclose a load bearing insert positioned in the area in between the first glass ply inner face and the second glass ply inner face that surrounds the bore. In Demars, the washer 25 shown in Figs. 2b and 2c rests solely within the bore and outside the glass sheets, and is in no way positioned "between the first glass ply inner face and the second glass ply inner face" as defined by claim 21. Moreover, as the seal 8 of Demars is provided only about the periphery of the two glass sheets, the seal 10 in no way excludes the seal 8 (the seal 8 asserted to be "the bonding layer" of Demars) from an area surrounding the bore. The seals 8 and 10 of Demars are in fact separated one from the other by the vacuum space 6; as such, it is not possible for one to exclude the other from any area of the structure. Demars thus fails to anticipate the method of claim 21 for these additional reasons.

For all of these reasons, Demars fails to anticipate claim 21. In addition, claims 22-30 all depend, either directly or indirectly, from claim 21, and thus are patentable at least on the basis of their dependence from a patentable base claim.

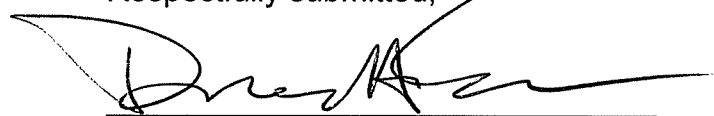
Moreover, claim 31 defines a laminated panel comprising a first glass ply having a first glass ply inner face, a second glass ply having a second glass ply inner face and a bonding interlayer therebetween, the first glass ply inner face

being laminated to the second glass ply inner face by the bonding interlayer, the laminated panel having at least one bore passing through said panel, wherein the bonding interlayer is excluded from an area in between the first glass ply inner face and the second glass ply inner face that surrounds the bore and a load bearing insert is positioned in the area in between the first glass ply inner face and the second glass ply inner face that surrounds the bore and from which the interlayer has been excluded. Demars thus fails to anticipate claim 31 for all of the same reasons set forth above in respect of claim 21. In addition, claims 32-39 all depend, either directly or indirectly, from claim 31, and are patentable at least on the basis of their dependence from a patentable base claim.

#### Conclusion

In view of the above, each of the presently pending claims in this application is in condition for allowance. If, however, there are any outstanding issues that can be resolved by telephone conference, the Examiner is earnestly encouraged to telephone the undersigned representative.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Donald A. Schurr', written over a horizontal line.

Donald A. Schurr  
Registration No. 34,247

ATTORNEYS  
Marshall & Melhorn, LLC  
Four SeaGate - 8th Floor  
Toledo, Ohio 43604  
Phone: (419) 249-7145